

AGREEMENT

BETWEEN

Carteret Borough
~~BOROUGH OF CARTERET~~

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION BRANCH # 67

For The Years Of 1985 & 1986

Witnessed on December 21 1984

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AGREEMENT

BETWEEN THE BOROUGH OF CARTERET AND FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION BRANCH # 67

PREAMBLE

This agreement, effective as of the first day of January, 1985, by and between the Borough of Carteret, New Jersey, hereafter referred to as the "Borough", and Local #67 Firemen's Mutual Benevolent Association, hereafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the Borough of Carteret and such of its employees who are within the provisions of this agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition

The Borough hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed fire personnel within the Carteret Fire Department, but excluding the Fire Superintendent. (Only employees covered by this agreement shall drive and operate Fire Vehicles.)

The parties further adopt into this agreement the following Borough Resolution:

Section 1a. Resolution 79

BE IT RESOLVED by the governing body of the Borough of Carteret that, effective immediately, the Fire Superintendent, Captains and Personnel of the Paid Fire Department cooperate with the members of the local volunteer fire companies in the training of volunteer firemen in the proper operation and use of the snorkel, engines, and any and all other fire fighting apparatus and equipment, so as to be properly prepared in such uses in the

event of any emergency arising out of the incapacity or unavailability for such duty by personnel of the paid fire department and the Chief of the volunteer fire department cooperates in setting up a schedule of dates, places and times, and assignments of personnel and apparatus needed for such training.

It is the intention of this resolution that the members of the Uniformed Fire Department shall remain the exclusive operators of the said equipment, and only in the case of an emergency shall a trained volunteer fireman be permitted to operate the said fire equipment.

The operation of the snorkel requires the work of two men. It is understood that the career firefighter on duty who drives the snorkel to the fire shall at all times be the initial basket operator. In the event that another career firefighter is not present at the scene of a fire, the duty of the ground operator shall be assumed by a trained volunteer firefighter. However, as soon as a career firefighter arrives, he will take over from the volunteer fireman. Furthermore, said career firefighter shall be paid on an overtime basis for his work.

Section 2.

The Borough and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances, and all other related matters.

Section 3. Agency Shop Bill

According to the New Jersey State Law: Chapter 477, Bill A-688, Agency Shop Bill, the Borough shall deduct from the wages of each employee of the Fire Department on the first pay of each month the following:

A. Initial dues \$50.00 for new employees who shall become members of the FMBA subsequent to the execution of this agreement and for as long as said agreement remains

in full force and effect.

B. Monthly dues in the amount of \$15.00 from the earned wages of all members of the FMBA.

C. A monthly service fee in the amount of \$12.75 from each member of the Fire Department who is not a member of the FMBA. Said service fee shall be used by the FMBA to defray expenses used in negotiation of contracts, administration of grievance procedure and for acting as exclusive negotiation unit for the Fire Department.

ARTICLE II

FMBA NEGOTIATIONS COMMITTEE - ITS RIGHTS AND DUTIES

Section 1.

There shall be four members on the negotiations committee. These FMBA members shall be granted leave from duty with full pay for all meetings between the Borough and FMBA for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2.

There shall be two members on the FMBA negotiating committee granted leave from duty with full pay for all meetings between the Borough and the FMBA for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3.

The Executive Delegate and President of the FMBA shall be granted leave from duty with full pay for all meetings of the State FMBA when such meeting take place at a time when such officers are scheduled to be on duty, providing that said officers give reasonable notice to their Captains to secure another employee to work in their place.

Section 4.

The Borough agrees to grant leave of absence with

pay to the President, Executive Delegate and two (2) authorized alternates, a total of four (4), for FMBA Conventions in accordance with N.J.S. 11:26-C4.

Section 5.

The Borough agrees to grant leave of absence with pay and financial compensation in the same amount as other Borough employees to the Executive Delegate to attend the League of Municipalities Convention.

Section 6.

A member holding office in the State FMBA will be permitted time off up to four (4) days per year to attend State FMBA functions, excluding the State FMBA Convention.

ARTICLE III

MANPOWER

Section 1. Probationary Firemen

To enable the Borough to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of firefighter in the Fire Department shall be deemed final and permanent until after the expiration of a period of one year probationary service. During the probationary period of an employee, the Borough may terminate the employment of such employee, if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or benefits to which he may be entitled under the pension provisions of the New Jersey Police & Firemen's Retirement System covering employees of the Fire Department.

Section 2.

A Civil Service list shall be maintained at all times, and as a vacancy occurs in any position, a good faith effort will be made to fill said vacancy within

30 day from the existing Civil Service list.

Section 3. Acting Officer

Whenever any firefighter is required to serve as acting Captain, such employee for each day of such service shall receive the rate of pay of a Captain.

Section 4.

The FMBA may request a meeting with the Public Safety Committee as it is deemed necessary to work out problems that may arise.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The work week of all employees that perform fire fighting duties shall be an average of not more than forty-two (42) hours per week computed over a period of an 8 week cycle, based on the work schedule cycle of two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each, followed by twenty-four (24) hours off.

Section 1a.

Relief men in each of the two firehouses shall be given at least one week notice for each change. Relief men shall be assigned a specific shift whenever scheduling allows. Relief man preference for shift selection shall be governed by relief man seniority.

Section 1b.

Men on duty at firehouses shall be permitted to attend monthly meetings of FMBA #67.

Section 1c.

Relief men shall not work more than forty-eight (48) hours per week, nor less than thirty-four (34) hours per week. They will also work no more than fourteen (14) hours per night shift and no more than ten (10) hours per day shift with at least ten (10) hours

off between shifts, unless called in for an overtime when their names come up on the overtime list.

Section 1d.

Starting time and quitting time for the day shift will be from 7:00 am to 5:00 pm. Starting time and quitting time for the night shift will be from 5:00 pm to 7:00 am.

Section 1e.

Hours of work for the Fire Prevention Office will be from 8:00 am to 4:00 pm, Monday through Friday.

Section 2. Overtime

In the event that a need for overtime should occur in the Fire Department, there will be a Seniority List posted in each firehouse. This list shall show the hours of overtime worked for each person. Only if a man refuses, he will be automatically passed by until a full cycle of the Seniority List is completed. This list shall be maintained by the Captain of each firehouse. Overtime requests shall be conducted during the shift immediately before said overtime is expected.

Section 2a.

Time and one half will be paid for working overtime. A minimum call-in time of four (4) hours shall be paid.

Section 2b.

When the volunteers are called in for the following:

1. Snow watch;
2. Mutual aid response out of town;
3. Drills involving the snorkel;
4. Extra pieces of apparatus at the scene;
5. Or a stand-by at the firehouse to answer other alarms,

a career firefighter will be assigned to the above duties at a minimum call-in time of four (4) hours.

Section 2c.

All scheduled overtime shall be promulgated on the relief men's schedule.

ARTICLE V
HOLIDAYS

Section 1. Holidays

All members of the Fire Department shall receive fourteen (14) holidays and three (3) personal days each year as follows:

New Years Day
Washington's Birthday
Lincoln's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Easter
General Election
Employee's Birthday
Three (3) Personal Days

Section 2.

Preference for taking holiday leave will be governed by seniority. Leave may be taken one or more days at a time. Holiday leaves shall not interfere with vacations, but may be taken during the vacation period (whenver it does not incur overtime) and must be taken within the calendar year unless extenuating circumstances approved by the Fire Committee prevent them from being taken.

Section 3.

Employees shall not be called back to work when on holiday leave. Holiday leave shall not be cancelled except in the case of three or more employees on sick leave.

Section 4.

Preference for taking personal days will be governed by seniority. Employees shall be allowed three (3) personal days off per year. At least twenty-four (24) hours notice must be given for one of three days, and fourteen (14) days notice must be given for each of the two remaining personal days. When this procedure is followed, there can be no refusal for any reason of personal days off. No more than four (4) men shall be allowed off in one working day on personal days, holidays and vacation days combined. During the week of the FMBA Convention, those four men designated to attend the convention will have top priority for time off, over vacations, personal days, holidays or days due. Personal days will have preference over holidays and can be taken during vacation season. Said vacation season shall be designated from June 1st to August 31st.

Section 5.

In the event a holiday is declared by the President of the United States, the Governor of New Jersey and the Mayor of Carteret during the year, the members of the FMBA will be entitled to such holidays with pay.

Section 6. Days Due

Days due can be taken at any time during the year as long as it does not incur overtime, and does not interfere with vacations, holidays and personal days.

Section 7.

The Captain in charge of scheduling shall maintain, update, and post in log form, each firefighter's leave record, a continuous departmental list effective January 1, 1985. This list must include the firefighter's name, the date requested off, type of leave, approval or reason for denial, and the scheduling officer's signature. Vacations shall be excluded from this list.

Section 8.

Whenever the scheduling officer is away on vacation or extended leave another Captain shall be desig-

nated to oversee his duties.

ARTICLE VI VACATIONS

Section 1.

All members of the Fire Department shall receive vacation each year as follows:

1st year to end of 4th year	2 weeks
5th year to end of 9th year	3 weeks
10th year to end of 14th year	4 weeks
15th year to end of 19th year	5 weeks
20th year and over	6 weeks

Section 2.

Vacations shall be granted to any firefighter during Fire Prevention Week, providing that this will not have any adverse effect on the Fire Prevention Program and is approved by the Fire Committee.

Section 3.

Seniority in the department shall be the basis for determining preference for the first two vacation weeks. Requests for vacations shall be submitted no later than April 1st of any year. The vacation schedule shall be announced by May 1st of each year.

ARTICLE VII SEVERANCE PAY

Section 1.

All members of the Fire Department who are eligible for retirement or disability retirement, upon their retirement shall receive the following severance pay:

Those members having accumulated sick time up to and including one hundred days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from one hundred and one (101) days to one hundred and fifty (150) days shall be entitled to one hundred and ten (110) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from one hundred and fifty-one (151) to two hundred (200) days shall be entitled to one hundred and thirty (130) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from two hundred and one (201) days to two hundred and seventy-five (275) days shall be entitled to one hundred and fifty (150) days pay based upon their rank at the time of retirement.

"Sick time" as stated herein shall be defined as one and one quarter ($1\frac{1}{4}$) days pay per month and shall be allowed to accumulate.

Section 2.

It shall be the option of the retiring member to accept his severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.

ARTICLE VIII LEAVE OF ABSENCE

Section 1.

Any firefighter may be granted a leave of absence by the Superintendent of the Department provided said firefighter obtains the approval of his Captain and provided further that such leave of absence shall be limited to a forty-eight (48) hour period. Such leave of absence shall be without pay. In the event further leave of absence is desired, same may be granted only by the Governing Body of the Borough.

Section 2.

A. That all Department members be granted four (4)

working days of absence with full pay in the case of death involving a member's 1) spouse, 2) child, 3) grandchild, 4) mother, 5) father, 6) brother, or 7) sister.

B. That all Department members be granted two (2) working days of absence with full pay in the case of death involving a member's 1) grandfather, 2) grandmother, 3) mother-in-law, 4) father-in-law, 5) brother-in-law, and 6) sister-in-law.

C. Leave of absence with full pay shall also be granted for the death of aunts and uncles for the day of the funeral only.

ARTICLE IX SALARY AND LONGEVITY

Section 1.

The salary as of January 1, 1985 is as follows:

Captain	\$ 28,005.82
1st Grade Firefighter	\$ 26,601.09
2nd Grade Firefighter	\$ 23,048.42
3rd Grade Firefighter	\$ 21,877.78
4th Grade Firefighter	\$ 20,707.14

Section 1a.

The salary as of January 1, 1986 will be as follows:

Captain	
1st Grade Firefighter	
2nd Grade Firefighter	
3rd Grade Firefighter	
4th Grade Firefighter	

The salary to be effective January 1, 1986 shall represent a per annum increase of not less than seven (7) percent, and is open for negotiations prior to December 31, 1985.

Section 1b.

If any other department within the Borough of Carteret receives a raise in excess of the percentages repre-

sented herein, such a raise shall also be granted to the members of the Fire Department.

Section 1c.

Longevity compensation for the years 1985 and 1986 is as follows:

5-9 years	2% of base salary
10-14 years	4% of base salary
15-19 years	6% of base salary
20 years and over	8% of base salary

All employees of the Fire Department covered by this agreement shall be entitled to and paid longevity compensation. Longevity shall be paid to each employee in addition to his salary.

Continuous service with the Fire Department and/or with the Borough as part of the Police and Firemen's Retirement System shall be the basis for computing longevity.

Section 2.

Any employee who assumes the duty of Fire Inspector shall receive an annual sum of \$375.00 over and above his regular salary for performing necessary clerical duties. This shall not apply to Captains.

Section 3.

All overtime earned by holidays not taken because of work requirements will be taken within a 12 month period, or at the end of the 12 month period, will be paid at a rate equal to straight time.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1.

A. For filing purposes, the aggrieved person will have seven (7) working days from the time he discovers that there is a reason for a grievance. The grievance will be declared null and void if it is filed on or af-

ter the eighth working day from its discovery.

B. The grievance shall be presented to the Superintendent in writing. He will have two (2) working days in which to submit his reply.

C. If item "B" is not settled satisfactorily, the grievance shall be submitted to the Public Safety Committee. The Public Safety Committee shall have four (4) working days to submit their reply.

D. If item "C" is not settled satisfactorily, the grievance shall be submitted to the Mayor and Council. The Mayor and Council shall have five(5) working days to submit their reply.

E. If item "D" is not settled satisfactorily, the grievance shall be submitted to the Public Employment Relations Commission for arbitration by either party. The decision of PERC shall be binding upon both parties.

F. If the time limit is not adhered to in any step, the grievance is granted to the aggrieved.

Section 2. Costs

A. Each party shall bear the total costs incurred by themselves.

B. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.

Section 3.

The employer shall reimburse any employee for any counsel fees incurred in a successful defense of a disciplinary hearing.

ARTICLE XI

FMBA ACTIVITY PROTECTED

Section 1.

Nothing shall abridge the right of any duly authorized representative of the FMBA to represent the views of the FMBA to the citizens of the Borough on issues

which affect the welfare of its members.

Section 2.

The Borough shall permit the FMBA to use the bulletin board in each firehouse for the posting of notices concerning FMBA business and activities.

ARTICLE XII

HEALTH AND WELFARE

Section 1.

The Borough agrees to assume the full cost of family coverage of the present New Jersey Hospital Plan including Blue Cross and Blue Shield coverage or equivalent coverage now offered to all members of the Fire Department.

Section 2.

The Borough agrees to assume the full cost of Rider J and Major Medical.

Section 3.

The Borough shall contribute \$225.00 per employee towards a dental insurance plan. Said plan shall be the choice of the FMBA. The Borough shall also deduct the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cease at retirement.

Section 4.

All members of the Fire Department shall have \$10,000.00 life insurance coverage including death benefits immediately upon being sworn in and assuming the duties of firefighter. All members upon retirement shall have a paid-up life insurance policy of \$5,000.00.

Section 5.

The Borough shall maintain in full force and effect Workmen's Compensation Insurance for all career firefighters.

Section 6.

The Borough shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

Section 7. Mutual Aid

The Borough shall see that employees that are either injured or killed while rendering aid to a neighboring community are fully covered by insurance and pensions.

Section 8.

If any other Borough employee group receives any other additional health or dental plans, the FMBA members shall also receive such a plan.

Section 9.

In case of death of any employee, all vacation pay and holiday pay due to him shall be paid to the employee's estate.

Section 10.

Employees who are authorized by the Public Safety Committee to take a fire science course at any accredited New Jersey college will be reimbursed the tuition after successfully completing the course. Books necessary for these courses will be paid for by the Borough and kept in the firehouse for reference and use by all fire personnel.

Section 10a.

Each member of the FMBA shall receive in addition to his annual salary... \$100.00 for a Fire Science Technology Certificate, \$100.00 for an Associate Degree, \$200.00 for a Bachelor of Science Degree. Said member shall receive a maximum of \$200.00. This sum shall be paid per annum of each year in a lump sum in the pay period effective in July.

Section 11.

If a career firefighter dies while an employee of the Borough, his estate shall receive compensatory monies for his sick days that are due to him had he retired.

Section 12.

All members of the Fire Department who retire after the effective date of the 1979 contract (January 1, 1979) shall have continued coverage of medical, hospitalization and health insurance, including all existing "riders" and premiums for such coverage shall be paid for by the Borough.

Section 13.

The Borough shall furnish, maintain and replace when necessary, tables, chairs, and any other types of household furnishings, providing that furnishings are not not abused and the Fire Committee deems it necessary.

Section 14.

The Borough shall remove the Snorkel from operation for one week annually and inspect all structural, aerial, and hydraulic components of this apparatus. The following inspection methods shall be included wherever applicable: penetrating dye, electromagnetic, ultrasonic and x-ray.

Section 15.

Any firefighter who is authorized to attend a course or seminar paid for by the borough shall be given that time off, providing that there is no additional cost to the Borough.

ARTICLE XIII

UNIFORM ALLOWANCE

Section 1.

The Borough agrees to pay the employees the sum of five hundred and forty dollars (\$540.00) representing uniform allowance for all members of the Fire Department of the Borough of Carteret. The sum is to be paid no later than May 1st.

Section 2.

Each new firefighter employed by the Borough shall be provided, at the Borough's expense, the following equipment:

1. Dress: Trousers, jacket, cap and winter dress jacket
2. Turn out gear: Helmet, turn out coat, boots, bunker trousers, gloves, goggles, radio pager and charger (within radio range)

In the event of any of the above are destroyed or damaged in the line of duty, same will be replaced at the Borough's cost and expense. Otherwise, replacement shall be at the cost of the individual firefighter. All personal protective clothing must meet or exceed N.F.P.A. Standard 1971 and be equal in quality to all equipment which is issued to the members of the Carteret Volunteer Fire Department.

Section 3.

Men on duty shall wear blue work shirts and blue work trousers with black shoes. This shall also be the uniform for men working in the Fire Prevention Bureau.

ARTICLE XIV

PROMOTIONS, COMMENDATIONS AND HONORABLE MENTIONS

Section 1.

Any promotion in the Fire Department shall be in accordance with Civil Service regulations and applicable New Jersey Statutes.

Section 2.

It is the desire of the Borough of Carteret to award in a tangible way those of its firefighters who perform their duties in an exemplary fashion.

Section 3.

Any firefighter earning the award of Honorable Mention will receive a commendation and medal, to be pre-

sented to the firefighter during the Mayor's Awards ceremony at the January Reorganization Meeting.

Section 4.

The Fire Commissioner, the Superintendent, the Union President and their appointed firefighter will designate those firefighters who will receive the Departmental Commendation.

Section 5.

The Fire Commissioner, the Superintendent and the Union President, during the first week of December, will choose a "Firefighter of the Year" (Award) for his actions above and beyond the call of duty to the Borough of Carteret and the Carteret Fire Department. With this award and distinction, said firefighter will receive, in addition, one compensatory day off, providing there is no extra cost to the Borough.

ARTICLE XV

STRIKE, LOCK OUT AND TRANSFERS

Section 1.

The employees agree that they shall not at any time engage in a strike against the Borough.

Section 2.

The Borough agrees that at no time shall it engage in what is commonly known as a "lock out" of employees, either directly or indirectly.

Section 3.

It is agreed that no member of the Fire Department shall at any time be transferred from one firehouse to another for disciplinary purposes.

Section 4.

All employees shall be permitted to exchange shifts so long as there is no additional cost to the Borough.

ARTICLE XVI
PRIOR PRACTICES

Section 1.

All other rights, benefits and privileges now enjoyed by employees which are not specifically provided for or abridged in this agreement are hereby protected by this agreement, including but not limited to, any rights, benefits and privileges bestowed on the employees by the laws of the United States, laws of New Jersey Civil Service and laws of New Jersey.

ARTICLE XVII
RETENTION OF BENEFITS

The Borough agrees that all benefits, terms and conditions of employment not covered by this agreement and relating to the status of members of the FMEA shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

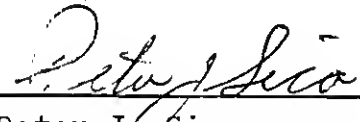
ARTICLE XVIII
TERM AND CONDITION OF THIS AGREEMENT


Term of the Agreement between the Borough of Carteret and the Firemen's Mutual Benevolent Association, Branch No. 67, shall be effective from January 1, 1985. This Agreement shall continue to remain in effect and full force for 1985 and 1986, or until a new Agreement is signed.

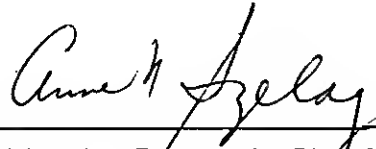
Salaries for 1986 will remain open for negotiations as stated within the contract.

IN WITNESS WHEREOF the parties hereto have here unto set their hands and seals, or caused these presents to be signed by their proper officers, and their seal to be hereto affixed this day of , 1985.

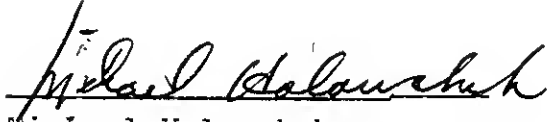
For the Borough of Carteret



Peter J. Sica
Mayor, Borough of Carteret


Robert Hedesh
Fire Commissioner


Attest, Borough Clerk

For the F.M.B.A. Local #67


Michael Holowchuk
President, Local #67


Lawrence Petrillo
Executive Delegate